LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this day of January, 1999, by and between PRESCOTT BIGELOW, IV (hereinafter referred as Landlord) and SHIRDENIA BRYANT (hereinafter referred to as Tenant);

For the considerations, on the terms and subject to the conditions that follow, the Landlord leases and to the Tenant and the Tenant leases from the Landlord the real property and appurtenances thereto commonly known as 1107 Laidlaw Avenue, Cincinnati, OH 45237 (hereinafter referred to as the premises).

- 1. <u>Term</u>. The term of this agreement shall be the period from January 1, 1999 and running through December 31, 1999.
- 2. <u>Payments</u>. The total amount due under this agreement shall be the sum of Seven Thousand Two Hundred and 00/100 (\$7,200.00) Dollars (US) payable advance as follows:
 - A. Two Hundred Fifty and 00/100 (\$250.00) Dollars upon the execution of this agreement.
 - B. Two Hundred Fifty and 00/100 (\$250.00) Dollars on January 15, 1999 and the same amount on the first day and fifteenth day of each month beginning in February and thereafter.

The monthly payments shall be made at the Seller's address of P.O. Box 30404, Cincinnati, Ohio 45230 or at such other place or places as the Landlord shall from time to time designate in writing addressed to the Tenant and mailed to or left at the premises.

- 3. <u>Use of the Premises</u>. The Tenant shall use the premises in a careful, safe and proper manner for residential purposes only. In no event shall the Tenant use or permit the premises to be used in any manner whatsoever which shall be unlawful, which shall cause commission of waste therein, or which shall disturb, in any way the peaceful and quiet use and enjoyment of the property of others.
- 4. Repairs and Maintenance. The Tenant shall keep the exterior of the premises (including window glass) in as good repair as the same is at the commencement of the term of this lease, ordinary wear and tear excepted. The Tenant shall keep the exterior of the premises neat, clear and free of rubbish, including leaves, ice and snow and other obstacles, and shall cut all grass. The

Tenant shall keep the interior of the premises and its structural portions (including heating equipment, electrical wiring, and plumbing) in good repair and order as the same is at the commencement of the term of this lease, ordinary wear and tear excepted. The Landlord shall not be responsible for or obligated to repair any damage to the premises willfully or negligently caused by the Tenant or the Tenant's agents, invitees, licensees, or guests, which damage shall be repaired at the Tenant's cost.

- 5. <u>Taxes and Assessments</u>. The Landlord shall pay all installments of real estate taxes and assessments and any interest or penalties related thereto which become due and payable with respect to the premises at any time during the term of this lease.
- 6. <u>Utilities</u>. The Tenant shall furnish and pay for fuel, water, electricity, telephone, sewage and rubbish disposal and any and all other utilities used on, or in connection with the premises during the term of this lease and the Tenant shall save and keep harmless and indemnify the Landlord from any expense in connection therewith.
- 7. Alterations, Additions and Improvements to Premises. The Tenant shall not make any alteration, addition, or improvement to the premises without first obtaining the written consent of the Landlord, and any such consent may be made subject to any terms and conditions that the Landlord may impose. Any alteration, addition, or improvement to the premises shall become and remain the property of the Landlord, and the Tenant shall not be required to remove the improvements upon termination of this lease, unless the Landlord otherwise agrees and specifies when granting written consent thereto.
- 8. <u>Damage to Premises</u>. If by fire or other casualty the premises or appurtenances are destroyed or damaged to the extent that the Tenant is deprived of occupancy of use of the premises, the Landlord or Tenant may elect to: (a) proceed with due diligency to restore the premises and appurtenances to substantially the same condition as existed before such damage or destruction or (b) cancel this lease as of the date of such fire or casualty by written notice to the other party not more than 30 days thereafter. Should the parties elect to proceed under (a) above, all monthly payments shall abate until restoration or repair is completed. In the event the parties hereto are unable to agree on how to proceed, they shall proceed under (b) above.

- 9. <u>Damage to Contents of Premises</u>. Except in the case of willful acts of Landlord, the Landlord shall not be responsible or liable for loss of or damage to the contents of the premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused Tenant.
- 10. <u>Indemnification</u>. The Tenant shall save and keep harmless and indemnify the Landlord from and against all loss, damage or injury to any person or property while on the premises arising out of the use or occupancy of the premises by the Tenant or the Tenant's employees, guests, licensees, or invitees, or which shall be occasioned by any nuisance made or suffered in the premises.

In addition, the Tenant shall maintain and pay for adequate comprehensive public liability insurance against such hazards in the name of the Landlord and the Tenant, as their respective interest may appear, which insurance shall be with a company authorized to issue the same in the State of Ohio and which shall have limits satisfactory to the Landlord.

- 11. Entry by Landlord. The Landlord and the Landlord's agents shall have the right to enter upon the premises at all reasonable times for the purposes of inspecting the condition of the premises upon 24 hours advance notice, and inspections no more frequently than monthly.
- 12. Default by Tenant. If the Tenant fails to pay any installment of rent fifteen (15) days after it becomes due hereunder, or if the Tenant fails to observe or perform obligations herein imposed on the Tenant, or if the Tenant abandons or vacates the premises at any time during the term of this lease, or if the Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of the Tenant in the premises is attached, levied upon, or seized by legal process, or if a bankruptcy or insolvency proceeding is filed by the Tenant, or the Tenant is adjudged a bankrupt, or if a receiver is appointed for the Tenant by any court of competent jurisdiction, or if this lease is assigned or terminated by operation of law; in any such event, then or at the time thereafter, without prior notice to or demand upon the Tenant, at the option of the Landlord, the Landlord shall have the right to immediately resort to the remedies authorized by the law and either (a) declare this lease agreement to be rescinded, in which event this lease, all rights of the Tenant, and all duties of the Landlord shall immediately cease and terminate, and the Landlord may possess and enjoy the premises as though this lease had never been made, without prejudice, subject however, to any and all rights of action against the Tenant having at the time of recision accrued to the Landlord for rent, damages or breach of covenant, or (b) relet the premises on behalf of the

Tenant for the highest rent reasonable obtainable in the judgement of the Landlord, which event shall not be considered as a surrender or acceptance-back of the premises or termination of this lease, and recover from the Tenant any deficiency between the amount received as rent upon such reletting and the amount of rent payable under this lease plus any expenses incurred by the Landlord in connection with such reletting, including without limitation, the expenses of any decorating, repairs or alterations that the Landlord deems necessary or appropriate to make in connections with such reletting.

All payments made by Tenant to Landlord of whatever nature may be retained by Landlord as liquidated damages in the event of default as provided herein.

- 13. Assignment or Subletting. Tenant shall not assign any right, title or interest hereunder or sublet all or any part of the premises without first obtaining the written consent of the Landlord. If the Tenant assigns any right, title or interest hereunder or sublets all or any part of the premises, neither the assignment nor the subletting nor the receipt and acceptance by the Landlord from the assignee or subtenant or rent shall operate to release the Tenant from the terms, covenants, and conditions hereof unless the Landlord specifically so agrees in writing.
- 14. Quiet Enjoyment. If the Tenant pays the rent and keeps and performs the covenants of this lease on the Tenant's part to be kept and performed, according to the provisions and conditions hereof, the Tenant shall peaceably and quietly hold, occupy, and enjoy said premises during the term hereof, or any renewals without any hinderance or molestation by the Landlord or the Landlord's successors or assigns.
- 15. <u>Security Deposit</u>. The Landlord and Tenant acknowledge that there has been no security deposit paid by the Tenant.
- 16. <u>Time of the Essence</u>. Time is of the essence in the doing, performing, and observing of each and every term, covenant, or condition of this lease by both the Landlord and the Tenant.
- 17. <u>Joint and Singular Obligations</u>. As used herein, "Tenant" shall include tenant, "Landlord" shall include Landlord and the obligations and duties of the Tenant and the Landlord, respectively, if more than one, shall be joint and several.

- 18. <u>Captions</u>. The captions of the several items of this lease are not a part of the context hereof and shall be ignored in construing this lease. They are extended only as aids in locating and reading the various provisions hereof.
- 19. <u>Late Charge</u>. A late charge of Five (5%) Percent of the amount due shall be assessed five (5) days after the due date.
- 20. <u>Binding Effect</u>. This Lease Agreement is binding on the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as the date first mentioned above.

In the Presence of:

LANDLORD:

PRESCOTT BIGELÓW, IV

SHIRDENIA BRYANT

WITNESS

TENANT:

WITNESS

ACKNOWLEDGEMENT OF LEGAL REPRESENTATION

The undersigned hereby acknowledges that John R. Meckstroth, Jr. has been retained by and solely represents Prescott Bigelow IV in regards to those matters pertaining to the purchase of the property located at 1107 Laidlaw Avenue, Cincinnati, Ohio 45237. The charges appearing on the settlement statement against the undersigned were undertaken to clear the title to the property. Said charges were added to increase the sales price and did not reduce the net amount due from the purchaser.

The undersigned acknowledges she is aware of her right to seek her own attorney and has elected to proceed without such legal representation.

Shirdenia Bryant

lite

547H-452BCTA

PLEASE REMOVE SHEWILL AND SELECTION OF THE DEPOSITING

3,892.57

VINTAGE TITLE AGENCY, INC. • FT. MITCHELL, KY 41017 06/14/00 Prescott Bigelow, IV Prescott Bigelow, IV

06/14/00 V-9937

Payoff Land Contract

3,892.57

PLAINTIFF'S EXHIBIT 89

в -0099

Settlement Statement

U.S. Department of Housing and Urban Development

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/INTAGE TITLE AGENCY, INC.			% ,		IF
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Hamilton County, Ohio		McKinley Mortga	ige		6/9/00
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101. Contract sales price		400. Gross Amount Due 401. Contract sales price	To Seller		
102. Personal property		402. Personal property			
103. Settlement changes to berrower (line 1400)	5,099.35				
104, Payoff Cheviot	54,142.76				
105 Payoff Prescott Bigelow. IV	4,657.24	405.			·
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108. Assessments to		408. Assessments	to		
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203, Existing lean(c) taken subject to		503. Existing loan(s) take			
204.		504. Payoff of first mortge	ige loan		
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206,		506.			
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B -0083 PLAINTIFF'S **EXHIBIT** 90

☐ From Seller

303, Cash

To Borrower

☐ From

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D. Total Sales/Broker's Commission based on price \$ @ %_	`		
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`.\$ to	٠ <u>.</u>	Settlement	Settlement
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1. Loan Origination Fee' 3.9070 % McKinley Mortgage, LLC		2,500.48	
2. Laiun Discount %			
3. Appraisal Fee to The Kemp Company		225.00	
4. Gradit Report to			
5. Lender's inspection Fee to			
8. Mortgage Insurance Application Fee to 7. Assumption Fee to		. I	
8. Processing Fas to McKinley Mortgage, LLC)
9. Administrative Pee to Pirst Pranklin Pinancial		225.00	
O. Rebate Pd by First Franklin to McKinley Mortgage, LLC	640.00	599.00	
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C. Items Required By Landar To Be Paid In Advance			
1. Interest from 6/14/00 to 7/ 1/00 @ \$.000000 /day		324.87	
2. Mortgage Insurance Premium for months to			
3. Hazard Insurance Premium for years to			
4. Placed Insurance Premium for years to			
2nd 1/2 1999 County Taxes to Hamilton County Treasurer	567.17	P.O.C.	
00. Reserves: Deposited With Lender			
01, Hazard insurance months @ \$ per month			
D2. Montgage Insurance months 69 \$ per month			
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Abstract or title search to		272.00	
Title examination to Vintage Title Agency, Inc.	• 1	150,00	
04. Title insurance binder to Vintage Title Agency, Inc.		50,00	
0d. Occument preparation to			-
O.G. Notary feeds to			
07. Attorney's fees to Kenneth R. Reed (includes above item numbers: Deed Preparation	50.00	P.O.C.	
(includes above item numbers: Deed Freparation OR This insurance to Vintage Title Agency. Inc.)		
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11. EPA ENDORSEMENT to Vintage Title Agency, Inc.	······································	75.00	
12. ARM ENDORSEMENT to Vintage Title Agency, Inc.		75.00	
18. COMPREHENSIVE ENDORSEMENT to Vintage Title Agency. The.		75.00	· · · · · · · · · · · · · · · · · · ·
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V-9937

HUD-1, PIEV. (2/86)



LAND CONTRACT

This Agreement/Contract to purchase/sell real property is entered into by and between Shirdenia Bryant: Hereinaster Reserred to as purchaser, and Prescott Bigelow, hereinaster reserred to as seller.

WITNESSETH:

That the Seller, in consideration of the promises and agreements made by the Purchasers, hereinafter set forth, does hereby promise, sell and convey by method of Land Contract to the Purchaser, their heirs, devisees, and assigns the following real estate:

1107 Laidlaw Avenue

Cincinnati, Ohio 45237

(Hamilton County)

- 1. The Purchasers agree and promise to pay Seller, the total sum of Sixty-One thousand dollars (61,000.00), to be paid in the following manner;
- (a) The balance of Sixty-one thousand dollars (61,000.00) is to be paid, with interest accruing thereon at 9.2 % per year on the unpaid balance, at the rate of Five hundred - dollars (500.00) per month with the first monthly payment due on, Jan. 1st, 1999 and the same amount due on or before the 1st day of each and every month thereafter until the entire principal balance is paid in full in accordance with the attached amortization schedule marked EXHIBIT A and incorporated herein by reference as if fully set out
- (c) Said monthly payment shall be made payable to Seller and be made according to the Sellers' direction
- 2. Purchaser reserves their right to pay the entire principal balance due at any time during the existence of this contract, without any pre-payment penalty, having the right to obtain a first mortgage and pay off this land contract in full. Seller agrees to execute any and all necessary documents required therefore, if any.
- (a) Purchaser expressly agrees to keep said property in as good a condition as it presently is and to make any and all necessary repairs thereto and to maintain same and to comply with any law, ordinance and/or statute concerning the use and/or occupancy of said premises. Purchaser agrees not to do or cause to be done anything to said property which would diminish the value

of the residence and/or the Sellers' security interest therein. Purchaser agrees that the Sellers shall have a reasonable right to inspect the subject real estate upon two days notice in order to determine compliance with this provision and all other terms of this Contract.

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- 3. Purchaser agrees that this residence is sold in an "AS IS" condition with no express or implied warranties.
- 4. Purchaser agrees that they may not assign this contract to anyone else without the written consent of Seller
- 5. Seller agrees not to encumber or attempt to sell said premises as long as Purchaser good and faithfully shall perform the terms of this contract.
- 6. It is agreed that if Purchaser, their heirs, devisees, executor and/or assigns should fail or neglect to make any one of the monthly installments due and payable hereunder, or the balloon payment, if applicable, within thirty (30) days after same shall become due and payable, or if the Purchaser fails to reasonably and materially comply with any and/or all of the covenants, agreements, conditions and/or provisions of this contract, Seller may consider this agreement terminated and all remaining amounts unpaid shall immediately become due and payable in the event of such termination, the Purchaser shall not remove any fixtures, improvements or dwellings erected on said property and Seller shall be entitled to all of his remedies allowed by law, including but not limited thereto, all right to foreclosure, eviction and enforcement of lien rights and Purchaser shall be liable for all costs incurred in enforcing and/or terminating this contract, including but not limited thereto, all court costs and attorney fees.
- 7. Failure of delay on the part of the Seller to take any action provided for herein or by law because of any default by Purchaser shall not operate as a waiver by Seller of any of their legal rights and/or remedies.
- 8. Purchaser shall have possession of said premises upon the execution of this contract or as the parties agree.
- 9. If Purchaser, their heirs, executors, devisees or assigns shall completely comply with the terms of this land contract and fully pay all the amounts due hereunder in a due and timely fashion, then, upon receipt of the full amount due, Seller, his heirs, devisees, executor or assigns shall execute and deliver to Purchaser a Warranty Deed for the subject real estate, subject to any liens or encumbrances caused by the acts and/or omissions of the Purchaser, free and clear and

with good marketable title.

- 10. It is agreed the term Sellers and the term Purchaser, shall include and legally bind their heirs, devisees, executors, administrators and assigns hereto.
- 11. This document contains the entire agreement between the parties hereto and no statement, representation, inducement, warranty, promise or conduct whatsoever (oral or written) not expressly contained herein shall be binding upon parties hereto.
- 12. Any modification hereto must be agreed to by both parties, be in writing and be signed by both parties.
- 13. Purchaser hereby acknowledges that they have not requested nor have the attorneys who have prepared this document performed a title examination of said real estate.

 IN WITNESS WHEREOF, the parties hereto have set their signatures this the 1st day of January 1999.

Purchasers:

Shirdenia Bryant

Prescott Bigelow

Seller

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THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

CONTRACT TO PURCHASE

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This agreement is subject to the arranging of financing within acceptable to Purchaser. Seller held mortgage, if any, shall be subordinate and inferior to any new, additional, or refinancing of existing mortgages. Purchaser's liabilities are limited to the securing property itself and shall not extend refinancing will, at Purchaser's option, additionally or entirely be secured by subject or other similar real property report. Financing will, at Purchaser's option, additionally or entirely be secured by subject or other similar real property report. This contract is contingent on an inspection of the above real estate by Purchaser, which is satisfactory without limita- tions to said Purchasor. This agreement survives closing and pertition t language contained herein becomes part of any deeds, notes, mortgages, and documents pertinent to this transaction and shall take precedence in the event of any conflicting provisions of terms. This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other representation or agreements have been made or relied upon. This offer, when accepted, shall constitute a binding contract to be binding upon the parties, their heirs, personal representatives, executors, administrators and assigns. Offer void if not accepted by (2.50 pm 8/3/99 Date Purchaser Purchaser Purchaser Purchaser Purchaser	Any lease or tenant agreement w	dil be supplied to Purchaser prior	to closing.		
This contract is contingent on an inspection of the above real estate by Purchaser, which is satisfactory without limitations to said Purchasor. This agreement survives closing and pertinent language contained herein becomes part of any deeds, notes, mortgages, and documents pertinent to this transaction and shall take precedence in the event of any conflicting provisions of terms. This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other representation or agreements have been made or relied upon. This offer, when accepted, shall constitute a binding contract to be binding upon the parties, their heirs, personal representatives, executors, administrators and assigns. Offer void if not accepted by (2.60 pm 8/3/49) Date Purchaser Purchaser Purchaser Purchaser Purchaser Purchaser	This agreement is subject to the acceptable to Purchaser. Seller	arranging of financing withinheld mortgages, if any, shall be su	bordinate and inferior	to any new, additional, or certy itself and shall not exter	nd perty.
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Date Date S/2/99	representatives, executors, adm	inistrators and assigns.	100		
Purchaser No as Sellers accept the above offer and earnest money submitted to us. Date Plantiff Planti	Offer void if not accepted by	6.00 pm 8/3	9/7/		
Purchaser	•	Date Date	8/2/99	? 	
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We as Sellers accept the above offer and earnest money submitted to us. Date	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Time /	bour / Track	E Trustee	
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We as Sellers accept the above offer and earnest money submitted to us. Date				•	
We as Sellers accept the above offer and earnest money submitted to us. Date				<u></u>	
Date			Purchaser		
Date					
Date	We as Sellers accept the above o	Mer and earness money submitted	l to us.		
PLAINTIFF'S		_			
		Jan			
		A Committee of the Comm	THE CHILLE	3	PLAINTIFF'S
Seller # EXHIBIT			/		EVLIDIT

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JOHN R. MECKSTROTH, JR.

ATTORNEY AT LAW
TRUST ACCOUNT

15003

13-31/420

August 25, 1999

Harry Curtis and Patricia Curtis

Nine Thousand Five Hundred Seventy-Six and 32/100-

Fifth Third Bank CINCINNATI, OHIO

9,576.32

Jeon 132

NOT NEGOTIABLE

Seller's Proceeds - 1966 Fairfax Ave.

706-153340

PLAINTIFF'S EXHIBIT 105 JOHN R. MECKSTROTH, JR. ATTORNEY AT LAW TRUST ACCOUNT

15005

13-31/420

August 25, 1999

Harry Curtis and Patricia Curtis

295.00

Two Hundred Ninety-Five and 00/100-

Fifth Third Bank CINCINNATI, OHIO

NOT NEGOTIABLE

Seller's Proceeds - 1966 Fairfax Ave.

1:04 2000 3 141:

706m15334m

JOHN R. MECKSTROTH, JR.

ATTORNEY AT LAW TRUST ACCOUNT

15006

13-31/420

August 25, 1999

Stephen Kurlansky

15.18

Fiteen and 18/100-

Fifth Third Bank CINCINNATI, OHIO

NOT NEGOTIABLE

Attorney's fees - Estate of Betty Lou Pringle

1:04 2000 3 141

706**15334#

JOHN R. MECKSTROTH, JR.
ATTORNEY AT LAW
TRUST ACCOUNT

15007

13-31/420

August 25, 1999

Hamilton County Treasurer

4,527.00

Four Thousand Five Hundred Twenty-Seven and 00/100-

Fifth Third Bank CINCINNATI, OHIO

NOT NEGOTIABLE

Delinquent taxes - Bigelow -1966 Fairfax Ave. 54-2-53

1:04 2000 3 141

706-15334#

PLAINTIFF'S **EXHIBIT** 106

BRYANT-194

JOHN R. MECKSTROTH, JR.

attorney at law

22 west ninth Street Cincinnati, Ohio 45202

August 25, 1999

WESTWOOD-CHEVIOT

8646 GLENMORE AVENUE CINCINNATI, OHIO 45211

Mr. and Mrs. Harry Curtis 1966 Fairfax Avenue Cincinnati, Ohio 45207

RE: 1966 Fairfax Avenue Cincinnati, Ohio 45207

FOR PROFESSIONAL SERVICES RENDERED:

Preparation of Land Installment Contract

PHONE (513) 721-8608 PACSIMILE (613) 721-1178

BALANCE DUE:

\$ 295.00

\$ 295.00





Tune Records